

POLICY NUMBER:

BUSINESSOWNERS  
BP 04 36 01 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**HIRED AUTO AND NON-OWNED  
AUTO LIABILITY – NEW YORK**

This endorsement modifies insurance provided under the following:

## BUSINESSOWNERS POLICY

## SCHEDULE

## Coverage

Additional  
Premium

Hired Auto Liability

Non-Owned Auto Liability

A. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

## 1. Hired Auto Liability

The insurance provided under the Businessowners Liability Coverage Form, Paragraph A.1. **Business Liability**, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

## 2. Non-Owned Auto Liability

The insurance provided under the Businessowners Liability Coverage Form, Paragraph A.1. **Business Liability**, applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person other than you.

B. For insurance provided by this endorsement only:

1. The exclusions, under the Businessowners Liability Coverage Form, Paragraph B.1. **Applicable To Business Liability Coverages**, other than Exclusions a., b., d., f. and i. are deleted and replaced by the following:

a. "Bodily injury" to an "employee" of the insured arising out of and in the course of:

- (1) Employment by the insured; or
- (2) Performing duties related to the conduct of the insured's business.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".

b. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

2. Who Is An Insured in the Businessowners Liability Coverage Form, Paragraph C. is replaced by the following:

Each of the following is an insured under this endorsement to the extent set forth below:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. For a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business; and
- d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.

None of the following is an insured:

- (1) Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment;
- (2) Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;

- (3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- (4) The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
- (5) Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. The following additional definitions apply:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired Auto" means any "auto" you lease, hire or borrow. This does not include any "auto" you lease, hire or borrow from any of your "employees" or members of their households, or from any partner "executive officer" of yours.
- 3. "Non-Owned Auto" means any "auto" you do not own, lease, hire or borrow which is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.